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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION

THE PEOPLE OF THE STATE OF
CALIFORNIA, by and through Dawyn
R. Harrison, County Counsel for the
County of Los Angeles, and THE
COUNTY OF LOS ANGELES,

Plaintiffs,

v.

CHIQUITA CANYON, LLC, a
Delaware limited liability company,
CHIQUITA CANYON, INC., a
Delaware corporation, and WASTE
CONNECTIONS US, INC., a Delaware
corporation,

Defendants.

Case No. 2:24-cv-10819 MEMF (MARx)
Hon. Maame Ewusi-Mensah Frimpong

**STIPULATED PROTECTIVE
ORDER RELATING TO
PRELIMINARY INJUNCTION
MOTION**

Action Filed: December 16, 2024
Trial Date: None Set

1. INTRODUCTION

1.1 PURPOSES AND LIMITATIONS

This protective order is necessary in order to facilitate the exchange of information and documents by and between the parties in this Action, including data and information from non-parties, that may be needed in connection with Plaintiffs' Motion for Preliminary Injunction, Dkt. 58 ("PI Motion"), and that may be subject to confidentiality limitations on disclosure due to federal laws, state laws, and/or privacy rights. As well, the Parties recognize that discovery for purposes of the PI Motion is likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the Parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order ("Protective Order") for purposes of information exchanged for the PI Motion only. This Protective Order does not apply to information exchanged more generally in this Action. The Parties acknowledge that this Protective Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles. The Parties further acknowledge, as set forth in Section 12.3, below, that this Protective Order does not entitle them to file confidential information under seal; Civil Local Rule 79-5 sets forth the procedures that must be followed and the standards that will be applied when a Party seeks permission from the Court to file material under seal.

1.2 GOOD CAUSE STATEMENT

This PI Motion is likely to involve confidential, proprietary, and/or private information such as home addresses, home phone numbers, names of complaining persons to various regulatory agencies, trade secrets, confidential business or financial information, information regarding confidential business practices,

1 customer and pricing lists and other confidential and valuable research,
2 development, commercial, financial, technical and/or proprietary information
3 (including information implicating privacy rights of third parties) for which special
4 protection from public disclosure and from use for any purpose other than litigating
5 the PI Motion is warranted, along with information otherwise generally unavailable
6 to the public, or which may be privileged or otherwise protected from disclosure
7 under state or federal statutes, court rules, case decisions, or common law.
8 Accordingly, to expedite the flow of information, to facilitate the prompt resolution
9 of disputes over confidentiality of discovery materials, to adequately protect
10 information the Parties are entitled to keep confidential, to ensure that the Parties are
11 permitted reasonable necessary uses of such material for litigating the PI Motion,
12 and serve the ends of justice, a protective order for such information is justified in
13 this matter. The Parties agree that no Party or Non-Party should designate
14 information as CONFIDENTIAL for tactical reasons and that no Party or Non-Party
15 should designate information as CONFIDENTIAL without a good faith belief that it
16 is properly designated as CONFIDENTIAL under the terms of this Protective Order.

17 2. DEFINITIONS

18 The following definitions apply to this Protective Order:

19 2.1 Action: this pending federal lawsuit.

20 2.2 Challenging Party: a Party or Non-Party that challenges the designation
21 of information or items under this Protective Order.

22 2.3 “CONFIDENTIAL” Information or Items: information (regardless of
23 how it is generated, stored or maintained) or tangible things that qualify for
24 protection under Federal Rule of Civil Procedure 26(c), and the information
25 specified above in the Good Cause Statement, including confidential, proprietary,
26 and/or private information such as home addresses, home phone numbers, names of
27 complaining persons to various regulatory agencies, trade secrets, confidential
28 business or financial information, information regarding confidential business

1 practices, customer and pricing lists and other confidential and valuable research,
2 development, commercial, financial, technical and/or proprietary information
3 (including information implicating privacy rights of third parties) for which special
4 protection from public disclosure and from use for any purpose other than
5 prosecution of this Action is warranted, along with information otherwise generally
6 unavailable to the public, or which may be privileged or otherwise protected from
7 disclosure under state or federal statutes, court rules, case decisions, or common
8 law.

9 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as
10 their support staff).

11 2.5 Designating Party: a Party or Non-Party that designates information or
12 items that it produces in disclosures or in responses to discovery or in providing
13 information from a third-party regulatory agency as “CONFIDENTIAL.”

14 2.6 Disclosure or Discovery Material: all items or information, regardless
15 of the medium or manner in which it is generated, stored, or maintained (including,
16 among other things, testimony, transcripts, and tangible things), that are produced or
17 generated in disclosures, responses to discovery in this matter, and/or production of
18 Non-Party data as part of the issues at play with the Chiquita Canyon Landfill.

19 2.7 Expert: a person with specialized knowledge or experience in a matter
20 pertinent to the litigation who has been retained by a Party or its counsel to serve as
21 an expert witness or as a consultant in this Action.

22 2.8 House Counsel: attorneys who are employees of a party to this Action.
23 House Counsel does not include Outside Counsel of Record or any other outside
24 counsel.

25 2.9 Non-Party: any natural person, partnership, corporation, association, or
26 other legal entity not named as a Party to this Action.

27 2.10 Outside Counsel of Record: attorneys who are not employees of a
28 Party to this Action but are retained to represent or advise a party to this Action and

1 have appeared in this Action on behalf of that Party or are affiliated with a law firm
2 which has appeared on behalf of that Party, and includes support staff.

3 2.11 Party: any party to this Action, including all of its officers, directors,
4 employees, consultants, retained experts, and Outside Counsel of Record (and their
5 support staffs).

6 2.12 PI Motion: the preliminary injunction motion filed in this Action on
7 May 29, 2025, Dkt. 58.

8 2.13 Producing Party: a Party or Non-Party that produces Disclosure or
9 Discovery Material in this Action.

10 2.14 Professional Vendors: persons or entities that provide litigation support
11 services (e.g., photocopying, videotaping, translating, preparing exhibits or
12 demonstrations, and organizing, storing, or retrieving data in any form or medium)
13 and their employees and subcontractors.

14 2.15 Protected Material: any Disclosure or Discovery Material that is
15 designated as “CONFIDENTIAL.”

16 2.16 Receiving Party: a Party that receives Disclosure or Discovery Material
17 from a Producing Party.

18 2.17 Special Master: the Hon. Daniel Buckley (Ret.) appointed as Special
19 Master in the Action pursuant to ECF 68.

20 3. “SCOPE

21 The protections conferred by this Protective Order cover not only Protected
22 Material (as defined above), but also (1) any information copied or extracted from
23 Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected
24 Material; and (3) any testimony, conversations, or presentations by Parties or their
25 Counsel that might reveal Protected Material.

26 Any use of Protected Material in the Action apart from with respect to this PI
27 Motion will be governed by any such further Protective Orders as the Parties may
28 enter into. This Protective Order does not govern the use of Protected Material in

1 the Action generally. Any use of Protected Material at trial will be governed by the
2 orders of the trial judge. This Protective Order does not govern the use of Protected
3 Material at trial.

4 4. DURATION

5 Even after final disposition of the PI Motion, the confidentiality obligations
6 imposed by this Protective Order shall remain in effect until a Designating Party
7 agrees otherwise in writing or a court order otherwise directs. Final disposition shall
8 be deemed to be the later of (1) dismissal of the PI Motion; and (2) final
9 adjudication of the PI Motion after the completion and exhaustion of all appeals,
10 rehearings, remands, trials, or reviews of this action, including the time limits for
11 filing any motions or applications for extension of time pursuant to applicable law.
12 Notwithstanding the foregoing, all Parties reserve their rights to challenge any
13 confidentiality designation at any time, including once the case proceeds to trial, on
14 any basis, including that merits-related documents that are part of the court record
15 are presumptively public.

16 5. DESIGNATING PROTECTED MATERIAL

17 5.1 Exercise of Restraint and Care in Designating Material for Protection.

18 Each Party or Non-Party that designates information or items for protection under
19 this Protective Order must take care to limit any such designation to specific
20 material that qualifies as confidential under the Federal Rules of Civil Procedure and
21 as defined in Section 2.3, *supra*. The Designating Party must designate for
22 protection only those parts of material, documents, items, or oral or written
23 communications that qualify so that other portions of the material, documents,
24 items, or communications for which protection is not warranted are not swept
25 unjustifiably within the ambit of this Protective Order.

26 Mass, indiscriminate, or routinized designations are prohibited. Designations
27 that are shown to be clearly unjustified or that have been made for an improper
28 purpose (e.g., to unnecessarily encumber the case development process or to impose

unnecessary expenses and burdens on other parties) may expose the Designating Party to sanctions.

If it comes to a Designating Party's attention that information or items that it designated for protection do not qualify for protection, that Designating Party must promptly notify all other Parties that it is withdrawing the inapplicable designation.

5.2 Manner and Timing of Designations. Except as otherwise provided in this Protective Order (*see, e.g.*, Section 5.2(a), *infra*), or as otherwise stipulated or ordered, Disclosure or Discovery Material that qualifies for protection under this Protective Order must be clearly so designated before the material is disclosed or produced.

Designation in conformity with this Protective Order requires:

(a) for information in documentary form (e.g., paper or electronic documents, but excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing Party affix, at a minimum, the legend "CONFIDENTIAL" (hereinafter "CONFIDENTIAL legend"), to each page that contains protected material. If only a portion or portions of the material on a page qualifies for protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by making appropriate markings in the margins or by marking a spreadsheet column, row, or cell as confidential).

(b) for testimony given in depositions, that the Designating Party identify the "Confidential" testimony on the record, by specifying all portions of the testimony that qualify as Confidential on the record before the close of the deposition; or by designating the entirety of the testimony at the deposition as "Confidential" before the deposition is concluded, with the right to identify more specific portions of the testimony as to which protection is sought within 5 days of receipt of the deposition transcript.

(c) for information produced in some form other than documentary and for any other tangible items, that the Producing Party affix in a prominent place on the

1 exterior of the container or containers in which the information is stored the legend
2 “CONFIDENTIAL.” If only a portion or portions of the information warrants
3 protection, the Producing Party, to the extent practicable, will identify the protected
4 portion(s).

5 5.3 Inadvertent Failures to Designate. If timely corrected upon discovery,
6 an inadvertent failure to designate qualified information or items does not, standing
7 alone, waive the Designating Party’s right to secure protection under this Protective
8 Order for such material. Upon timely correction of a designation, the Receiving
9 Party must make reasonable efforts to assure that the material is treated in
10 accordance with the provisions of this Protective Order.

11 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

12 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
13 designation of confidentiality at any time that is consistent with the Court’s
14 Scheduling Orders. Challenges may be raised before the Special Master.

15 6.2 Meet and Confer. To challenge a CONFIDENTIAL designation, the
16 Challenging Party must first initiate the dispute resolution process under Local Rule
17 37.

18 6.3 The burden of persuasion in any such challenge proceeding will be on
19 the Designating Party. Frivolous challenges, and those made for an improper
20 purpose (e.g., to harass or impose unnecessary expenses and burdens on other
21 parties) may expose the Challenging Party to sanctions. Unless the Designating
22 Party has waived or withdrawn the confidentiality designation, all Parties will
23 continue to afford the material in question the level of protection to which it is
24 entitled under the Producing Party’s designation until the Court or Special Master
25 rules on the challenge.

26 7. ACCESS TO AND USE OF PROTECTED MATERIAL

27 7.1 Basic Principles. A Receiving Party may use Protected Material that is
28 disclosed or produced by another Party or by a Non-Party in connection with this PI

1 Motion only for prosecuting, defending, or attempting to settle this PI Motion,
2 unless otherwise agreed to by the Parties. Such Protected Material may be
3 disclosed only to the categories of persons and under the conditions described in this
4 Protective Order. Upon Final Disposition of the PI Motion, a Receiving Party must
5 comply with the provisions of Section 13 below (FINAL DISPOSITION).

6 Protected Material must be stored and maintained by a Receiving Party at a
7 location and in a secure manner that ensures that access is limited to the persons
8 authorized under this Protective Order.

9 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless
10 otherwise ordered by the Court, Special Master, or permitted in writing by the
11 Designating Party, a Receiving Party may disclose any information or item
12 designated “CONFIDENTIAL” only to:

13 (a) The Receiving Party’s Outside Counsel of Record in this Action, as
14 well as employees of said Outside Counsel of Record to whom it is reasonably
15 necessary to disclose the information for this Action;

16 (b) the officers, directors, and employees (including House Counsel) of the
17 Receiving Party to whom disclosure is reasonably necessary for this Action;

18 (c) Experts (as defined in this Protective Order) of the Receiving Party to
19 whom disclosure is reasonably necessary for this Action and who have signed the
20 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

21 (d) the Court and its personnel;

22 (e) the Special Master;

23 (f) court reporters and their staff;

24 (g) Professional Vendors to whom disclosure is reasonably necessary for
25 this Action and who have signed the “Acknowledgment and Agreement to Be
26 Bound” (Exhibit A);

27 (h) the author or recipient of a document containing the information or a
28 custodian or other person who otherwise possessed or knew the information;

1 (i) during their depositions, witnesses and attorneys for witnesses in the
2 Action to whom disclosure is reasonably necessary, provided that the deposing party
3 requests that the witness sign the form attached as Exhibit A hereto. Pages of
4 transcribed deposition testimony or exhibits to depositions that reveal Protected
5 Material may be separately bound by the court reporter and may not be disclosed to
6 anyone except as permitted under this Protective Order;

7 (j) any mediator or settlement officer, and their supporting personnel,
8 mutually agreed upon by any of the parties engaged in settlement discussions; and

9 (k) any other person on such terms and conditions as the Parties may mutually
10 agree, in writing, or as the Court or Special Master may hereafter direct by further
11 order.

12 7.2 Use of “CONFIDENTIAL” Information or Items.

13 In the event a Party wishes to use CONFIDENTIAL information or items:

14 (a) The Party wishing to use information that has been designated by the
15 Designating Party as CONFIDENTIAL in any filing related to the PI Motion shall
16 give the Designating Party reasonable advance written notice of the Party’s desire to
17 use such information and the Parties shall confer in good faith and attempt to agree
18 to the use of CONFIDENTIAL information in lieu of filing materials under seal,
19 including use of redacted documents or summaries of the information to avoid
20 disclosure of the protected information.

21 (b) Upon request, the Designating Party shall in good faith attempt to identify
22 the specific information that would be required to be placed under seal so that
23 redacted copies can be used as exhibits in filings and at hearings if possible.

24 (c) Absent agreement among the Parties or applicable non-parties, the Party
25 wishing to use the information, documents, or material shall redact such filings for
26 CONFIDENTIAL information and file unredacted versions under seal as specified
27 in Section 12.3;
28

(d) Before any hearings, oral arguments, or other appearances in Court or before the Special Master with respect to the PI Motion, the parties shall confer and attempt to agree on the procedures under which CONFIDENTIAL information may be introduced into evidence or otherwise disclosed, discussed or used at such hearing, oral argument, or appearance. Upon reaching agreement, the Parties shall give notice of the terms of such agreement to each Non-Party producing any CONFIDENTIAL information, documents, or material which may be used or introduced at such hearing, argument, or appearance. Absent agreement among the Parties (and, if applicable, producing Non-Parties), the Court or Special Master shall be asked to issue an order governing the use of such CONFIDENTIAL information, documents, or material at the hearing, argument, or appearance related to the PI Motion upon reasonable notice to all Parties and any Non-Parties who have produced such discovery.

8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED
IN OTHER LITIGATION

If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this Action as “CONFIDENTIAL,” that Party must:

(a) promptly notify in writing the Designating Party. Such notification will include a copy of the subpoena or court order;

(b) promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this Protective Order. Such notification will include a copy of this Protective Order; and

(c) cooperate with respect to all reasonable procedures sought to be pursued by the Designating Party whose Protected Material may be affected.

If the Designating Party timely seeks a protective order, the Party served with the subpoena or court order will not produce any information designated in this action

1 as “CONFIDENTIAL” before a determination by the court from which the subpoena
2 or order issued, unless the Party has obtained the Designating Party’s permission. The
3 Designating Party will bear the burden and expense of seeking protection in that court
4 of its confidential material and nothing in these provisions should be construed as
5 authorizing or encouraging a Receiving Party in this Action to disobey a lawful
6 directive from another court.

7 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE
8 PRODUCED IN THIS LITIGATION

9 (a) The terms of this Protective Order are applicable to information
10 produced by a Non-Party for purposes of the PI Motion and designated as
11 “CONFIDENTIAL.” Such information produced by Non-Parties in connection
12 with this PI Motion is protected by the remedies and relief provided by this
13 Protective Order. Nothing in these provisions should be construed as prohibiting a
14 Non-Party from seeking additional protections.

15 (b) In the event that a Party is required, by a valid discovery request, to
16 produce a Non-Party’s confidential information in its possession, and the Party is
17 subject to an agreement with the Non-Party not to produce the Non-Party’s
18 confidential information, then the Party will:

19 (1) promptly notify in writing the Requesting Party and the Non-
20 Party that some or all of the information requested is subject to a confidentiality
21 agreement with a Non-Party;

22 (2) promptly provide the Non-Party with a copy of the Protective
23 Order in this Action, the relevant discovery request(s), and a reasonably specific
24 description of the information requested; and

25 (3) make the information requested available for inspection by the
26 Non-Party, if requested.

27 (c) If the Non-Party fails to seek a protective order from this Court within
28 14 days of receiving the notice and accompanying information, the Party may

1 produce the Non-Party's confidential information responsive to the discovery
2 request, with the same assertion of confidentiality made by the Non-Party when it
3 provided the confidential information to the Receiving Party. If the Non-Party
4 timely seeks a protective order, the Receiving Party shall not produce any
5 information in its possession or control that is subject to the confidentiality
6 agreement with the Non-Party before a determination by the Court. Absent a court
7 order to the contrary, the Non-Party shall bear the burden and expense of seeking
8 protection in this Court of its Protected Material.

9 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

10 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
11 Protected Material to any person or in any circumstance not authorized under this
12 Protective Order, the Receiving Party must immediately (a) notify in writing the
13 Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve
14 all unauthorized copies of the Protected Material, (c) inform the person or persons to
15 whom unauthorized disclosures were made of all the terms of this Protective Order,
16 and (d) request such person or persons to execute the "Acknowledgment and
17 Agreement to Be Bound" that is attached hereto as Exhibit A.

18 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
19 PROTECTED MATERIAL

20 When a Producing Party gives notice to Receiving Parties that certain
21 inadvertently produced material is subject to a claim of privilege or other protection,
22 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil
23 Procedure 26(b)(5)(B). This provision is not intended to modify whatever
24 procedure may be established in an e-discovery order that provides for production
25 without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and
26 (e), insofar as the Parties reach an agreement on the effect of disclosure of a
27 communication or information covered by the attorney-client privilege or work
28

1 product protection, the Parties may incorporate their agreement in the stipulated
2 protective order submitted to the Court.

3 12. MISCELLANEOUS

4 12.1 Right to Further Relief. Nothing in this Protective Order abridges the
5 right of any person to seek its modification by the Court in the future.

6 12.2 Right to Assert Other Objections. By stipulating to the entry of this
7 Protective Order, no Party waives any right it otherwise would have to object to
8 disclosing or producing any information or item on any ground not addressed in this
9 Protective Order. Similarly, no Party waives any right to object on any ground to
10 use in evidence of any of the material covered by this Protective Order.

11 12.3 Filing Protected Material. A Party that seeks to file under seal any
12 Protected Material must comply with Civil Local Rule 79-5. Protected Material
13 may only be filed under seal pursuant to a court order authorizing the sealing of the
14 specific Protected Material at issue. If a Party's request to file Protected Material
15 under seal is denied by the Court, then the Receiving Party may file the information
16 in the public record unless otherwise instructed by the Court.

17 13. FINAL DISPOSITION

18 After the final disposition of the PI Motion, as defined in Section 4, within 60
19 days of a written request by the Designating Party, each Receiving Party must return
20 all Protected Material to the Producing Party or destroy such material. As used in
21 this subdivision, "all Protected Material" includes all copies, abstracts, compilations,
22 summaries, and any other format reproducing or capturing any of the Protected
23 Material. Whether the Protected Material is returned or destroyed, the Receiving
24 Party must submit a written certification to the Producing Party (and, if not the same
25 person or entity, to the Designating Party) by the 60 day deadline that (1) identifies
26 (by category, where appropriate) all the Protected Material that was returned or
27 destroyed, and (2) affirms that the Receiving Party has not retained any copies,
28 abstracts, compilations, summaries or any other format reproducing or capturing any

1 of the Protected Material. Notwithstanding this provision, Counsel are entitled to
2 retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing
3 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert
4 reports, attorney work product, and consultant and expert work product, even if such
5 materials contain Protected Material. Any such archival copies that contain or
6 constitute Protected Material remain subject to this Protective Order as set forth in
7 Section 4 (DURATION). The Parties may further mutually agree, in writing, on
8 such other terms and conditions governing the use of Protected Material in the
9 Action after final disposition of the PI Motion, such as making the Protected
10 Material subject to a future protective order, or as the Court or Special Master may
11 hereafter direct by further order.

12 14. Any willful violation of this Protective Order may be punished by civil or
13 criminal contempt proceedings, financial or evidentiary sanctions, reference to
14 disciplinary authorities, or other appropriate action at the discretion of the Court.
15

16 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD:
17
18

19 DATED: June 16, 2025

MEYERS NAVE

20
21
22 By: /s/Jenny L. Riggs

DEBORAH J. FOX

JENNY L. RIGGS

CATHERINE L. CARLISLE

SEENA M. SAMIMI

Attorneys for Plaintiffs

THE PEOPLE OF THE STATE OF

CALIFORNIA and THE COUNTY OF

LOS ANGELES
27
28

1 DATED: June 16, 2025

Paul S. Chan
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Attorneys for Defendants
CHIQUITA CANYON, LLC, CHIQUITA
CANYON, INC., and WASTE
CONNECTIONS US, INC.

17 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

19 DATED: 6/30/2025


HON. MARGO A. ROCCONI
United States Magistrate Court Judge

24 6210928

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
_____ [print or type full address],
declare under penalty of perjury that I have read in its entirety and understand the
Stipulated Protective Order that was issued by the United States District Court for
the Central District of California on [date] in the case of *The People of the State of*
California v. Chiquita Canyon, LLC, USDC Case No. 2:24-cv-10819-MEMF
(MARx) for purposes of litigating the Preliminary Injunction Motion [Dkt. 58].
I agree to comply with and to be bound by all the terms of this Protective Order
and I understand and acknowledge that failure to so comply could expose me to
sanctions and punishment in the nature of contempt. I solemnly promise that I
will not disclose in any manner any information or item that is subject to this
Protective Order to any person or entity except in strict compliance with the
provisions of this Protective Order.

I further agree to submit to the jurisdiction of the United States District Court
for the Central District of California for the purpose of enforcing the terms of this
Protective Order, even if such enforcement proceedings occur after termination of
this action. I hereby appoint _____ [print or type full
name] of _____ [print or type full address
and telephone number] as my California agent for service of process in connection
with this action or any proceedings related to enforcement of this Protective Order.

Date: _____

City and State where signed: _____

Printed name: _____

Signature: _____

5947158

ATTESTATION

Pursuant to Civil L.R. 5-4.3.4(a)(2)(1), I attest that all other signatories listed, and on whose behalf this filing is submitted, concur in the filing's content and have authorized the filing.

DATED: June 16, 2025

MEYERS NAVE

By: /s/Jenny L. Riggs

DEBORAH J. FOX

JENNY L. RIGGS

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